

UNITED STATES DISTRICT COURT  
WESTERN DISTRICT OF WASHINGTON  
AT SEATTLE

BARONIUS PRESS LTD,

Plaintiff,

v.

FAITHLIFE CORPORATION,

Defendant.

CASE NO. 2:22-cv-01635-TL

ORDER DENYING MOTION TO  
DISMISS

This case involves claims of copyright infringement and violations of the Digital Millennium Copyright Act (“DMCA”), 17 U.S.C. § 1202 *et seq.*, related to three written works: (1) a German-language religious text titled *Grundriss der katholischen Dogmatik* by Ludwig Ott, originally published in 1952; (2) an English-language translation of that work called *Fundamentals of Catholic Dogma* authored by Dr. Patrick Lynch, originally published in 1955; and (3) a revised English-language edition produced and published by Plaintiff Baronius Press, Ltd. (“Baronius”) in 2018. The matter is before the Court on Defendant Faithlife LLC’s Motion to Dismiss (Dkt. No. 55) Plaintiff’s Second Amended Complaint (“SAC,” Dkt. No. 48). Having

1 considered the relevant record, including the SAC, the motion, Baronius's response (Dkt.  
 2 No. 59), and Faithlife's reply (Dkt. No. 61), the Court DENIES Defendant's motion to dismiss.

3                   **I.         BACKGROUND**

4                   Baronius is a small publisher based in the British Isles that specializes in traditional  
 5 Catholic books and Bibles, including updating and republishing titles that have gone out of print.  
 6 Dkt. No. 48 ¶¶ 6, 14. Faithlife is a U.S.-based software company that produces technology that  
 7 provides access to Catholic study tools and materials, including religious texts. *Id.* ¶¶ 7–8, 15–16.

8                   In 1952, Germany-based publisher Verlag Herder & Co. published *Grundriss der*  
 9 *katholischen Dogmatik* (“*Grundriss*”). *Id.* ¶ 28; Dkt. No. 48-3 at 2–5. In 1953, Verlag Herder  
 10 entered into an agreement with Irish publisher Mercier Press to publish an English-language  
 11 translation of *Grundriss*. Dkt. No. 48-4 ¶ 2–5. Mercier Press then commissioned Dr. Patrick  
 12 Lynch to author the translation of *Grundriss* entitled *Fundamentals of Catholic Dogma* (“*Lynch*  
 13 *Translation*”), which Mercier Press originally published in 1955. Dkt. No. 48 ¶ 36; Dkt. No. 48-4  
 14 at 6–7.

15                  All rights in *Grundriss* eventually passed from Ludwig Ott to his sister, Regina Ott, when  
 16 she inherited his estate upon his death in 1985. Dkt. No. 48 ¶ 30. In turn, she gifted Ludwig’s  
 17 entire estate to Bischofliches Seminar St. Willibald in Eichstätt, Germany (“*Seminary of*  
 18 *Eichstätt*”). *Id.*; Dkt. No. 48-3 at 6–8.

19                  Although the German copyright for *Grundriss* never lapsed, the work entered the public  
 20 domain in the U.S. because certain formalities were not complied with under then-current U.S.  
 21 copyright law. Dkt. No. 48 ¶ 31. For similar reasons, the *Lynch Translation* also entered the  
 22 public domain in the U.S., even though the Irish copyright never lapsed. *Id.* ¶¶ 37, 39. In 1996,  
 23 the U.S. copyrights for both works were restored pursuant to the Uruguay Round Agreements  
 24 Act (“URAA”). *Id.* ¶¶ 31, 39.

1           In 2004, the Seminary of Eichstätt granted German publisher Nova & Vetera e.K.  
 2 (“Nova”) exclusive publishing rights to Grundriss. *Id.* ¶ 32; Dkt. No. 48-3 at 11–12. In 2008, the  
 3 publishing agreement with Nova was supplemented to include the preparation and distribution of  
 4 a newly revised English-language edition of Grundriss. *Id.*; Dkt. No. 48-3 at 11–12. In its  
 5 agreement with Nova, Seminary of Eichstätt specifically noted “the controversy surrounding the  
 6 English edition in the 1960s” (*i.e.*, the Lynch Translation), and its goal of ensuring that “the old  
 7 version of the text in the former form is by no means reused.” *Id.* Nova then contracted with  
 8 Baronius to prepare and publish a newly revised English-language edition (“Revised  
 9 Translation”), which was eventually published in 2018.<sup>1</sup> Dkt. No. 48 ¶¶ 33, 44; Dkt. No. 48-3  
 10 at 13–19.

11           In 2010, Baronius entered into a Copyright Assignment Agreement with Mercier Press to  
 12 acquire all rights in the Lynch Translation. Dkt. No. 48 ¶ 40; Dkt. No. 48-4 at 8. In 2013,  
 13 Baronius confronted Faithlife about copies of the Lynch Translation it believed had been sold to  
 14 consumers through Faithlife’s software between 2011–2013. Dkt. No. 48 ¶¶ 45–46. In 2014,  
 15 Baronius formally registered the U.S. copyright for the Lynch Translation. *Id.* ¶ 41; Dkt.  
 16 No. 48-4 at 9–16. Around the same time, Baronius also registered the U.S. copyright for  
 17 Grundriss on behalf of Seminary of Eichstätt. Dkt. No. 48 ¶¶ 34–35; Dkt. No. 48-3 at 20–25. In  
 18 2015, Baronius and Faithlife entered into a negotiated settlement regarding the earlier alleged  
 19 infringement. Dkt. No. 48 ¶ 47.

20           Then, for a short time in 2019, the Lynch Translation was again made available through  
 21 Faithlife’s online forum. Dkt. No. 48 ¶¶ 49–55. The version that was made available during this  
 22 time also allegedly contained false copyright management information (“CMI”), which Baronius  
 23

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24 <sup>1</sup> A 5-year licensing agreement between Nova and Baronius was originally entered into in 2009, renewed in 2012,  
 and then extended in 2015. *See* Dkt. No. 48-4 at 13–19.

1 claims Faithlife knew was false and intentionally attempted to conceal. *Id.* ¶¶ 55–59, 67–76, 81–82.  
 2 Baronius further alleges that Faithlife’s activities have caused irreparable harm to its rights in the  
 3 related works. *Id.* ¶¶ 77–80. Upon learning of this new potentially infringing activity, Baronius  
 4 again confronted Faithlife. *Id.* ¶¶ 60–63. This lawsuit followed.

## 5 II. LEGAL STANDARD

6 A defendant may seek dismissal when a plaintiff fails to state a claim upon which relief  
 7 can be granted. Fed. R. Civ. P. 12(b)(6). In reviewing a Rule 12(b)(6) motion to dismiss, the  
 8 Court takes all well-pleaded factual allegations as true and considers whether the complaint  
 9 “state[s] a claim to relief that is plausible on its face.” *Ashcroft v. Iqbal*, 556 U.S. 662, 678  
 10 (2009) (quoting *Bell Atl. Corp. v. Twombly*, 550 U.S. 544, 570 (2007)). A claim has “facial  
 11 plausibility” when the party seeking relief “pleads factual content that allows the court to draw  
 12 the reasonable inference that the defendant is liable for the misconduct alleged.” *Id.* at 672.  
 13 “When reviewing a dismissal pursuant to Rule . . . 12(b)(6), ‘we accept as true all facts alleged in  
 14 the complaint and construe them in the light most favorable to plaintiff[ ], the non-moving  
 15 party.’” *DaVinci Aircraft, Inc. v. United States*, 926 F.3d 1117, 1122 (9th Cir. 2019) (alteration  
 16 in original) (quoting *Snyder & Assocs. Acquisitions LLC v. United States*, 859 F.3d 1152, 1156–57  
 17 (9th Cir. 2017)). But “the tenet that a court must accept as true all of the allegations contained in  
 18 a complaint is inapplicable to legal conclusions.” *Iqbal*, 556 U.S. at 678 (citing *Twombly*, 550  
 19 U.S. at 555). Additionally, “[t]hreadbare recitals of the elements of a cause of action, supported  
 20 by mere conclusory statements” are insufficient to state a plausible claim for relief. *Iqbal*, 556  
 21 U.S. at 672.

## 22 III. DISCUSSION

23 As an initial matter, Faithlife appears to admit that its unlicensed republication of the  
 24 Lynch Translation in 2019 was an infringing act. Dkt. No. 55 at 5 (noting that its “publication of

1     *Fundamentals* was accidental and without intent . . . under the mistaken belief that” the work  
 2 had entered the public domain). Instead, Faithlife argues that Baronius has failed to plausibly  
 3 assert ownership of a right from which relief for the alleged infringement may arise under U.S.  
 4 copyright law or the DMCA. Dkt. No. 55 at 5–18. Further, even if Baronius can establish  
 5 ownership of a right that was infringed, Faithlife argues that the DMCA claims fail because there  
 6 are no facts alleged to plausibly establish the requisite intent element of the claims. *Id.* at 18–23.

7     **A. Copyright Infringement**

8         Baronius asserts two causes of action for infringement under U.S. copyright law. Dkt.  
 9 No. 48 ¶¶ 90–115. For these claims to survive, Baronius must plausibly assert “(1) ownership of  
 10 a valid copyright, and (2) copying of constituent elements of the work that are original.” *Great*  
 11 *Minds v. Off. Depot, Inc.*, 945 F.3d 1106, 1110 (9th Cir. 2019) (internal quotation marks omitted)  
 12 (quoting *Feist Publ’ns, Inc. v. Rural Tel. Serv. Co.*, 499 U.S. 340, 361 (1991)).

13         **1. Infringement of the Grundriss Copyright**

14         Baronius appears to allege ownership of the Grundriss copyright. Dkt. No. 48 ¶¶ 25–27, 77.  
 15 While the subtext printed under the First Claim for Relief in the SAC refers specifically to “Title  
 16 – *Grundriss der katholischen Dogmatik*,” the allegations for the claim focus primarily on the  
 17 Revised Translation, rather than the Grundriss copyright.<sup>2</sup> Dkt. No. 48 at 19. Further, Plaintiff  
 18 only alleges that Defendant “has reproduced and distributed at least 75 copies of *Grundriss*  
 19 *English Edition* [the Revised Translation] and *Fundamentals* [the Lynch Translation] *with false*  
 20 *CMI.*” *Id.* ¶ 79 (emphasis in original). However, both Parties raise arguments in the pleadings  
 21 that go to infringement of the Grundriss copyright without complete clarity about whether they

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22  
 23         <sup>2</sup> Other than listing the title in the subtext of the section header for the First Claim for Relief in the SAC, the only  
 24 reference to Grundriss in the first count appears to the Court to be a background sentence providing context that  
 Grundriss “is original work or authorship subject to the full protection of the U.S. copyright laws.” Dkt. No. 48 ¶ 91.  
 The First Claim otherwise only discusses the Revised Translation. *Id.* ¶¶ 92–97.

1 are referring to the original German work or the Revised Translation. Therefore, the Court will  
 2 address Plaintiff's claim of ownership rights in Grundriss out of an abundance of caution and for  
 3 clarity in the case going forward.

4 Documents included by Plaintiff with the SAC establish that the owner of the U.S.  
 5 copyright for Grundriss is Seminary of Eichstätt. Dkt. No. 48-3 at 20-25. In 2004, Seminary of  
 6 Eichstätt entered into a publishing agreement with Nova—who is not a party to this action—  
 7 which granted Nova exclusive publishing rights to the German-language version of Grundriss<sup>3</sup>  
 8 and was later supplemented to include the right to commission a revised English-language  
 9 translation for publication. Dkt. No. 48-3 at 12, *see also* Dkt. No. 55 at 6–7. Baronius appears to  
 10 assert copyright rights in Grundriss by and through a subsequent publishing contract between  
 11 itself and Nova. Dkt. No. 59 at 5.

12 Baronius fails to plead a plausible claim for ownership of any rights in Grundriss.  
 13 “[O]wnership of a copyright may be transferred in whole or in part . . . [and the] owner of any  
 14 particular exclusive right is entitled, *to the extent of that right*, to all of the protection and  
 15 remedies accorded to the copyright owner by this title.” 17 U.S.C. § 201(d) (emphasis added).  
 16 This statutory provision has been interpreted as providing that an exclusive licensee may be  
 17 “treated as [a] copyright owner[] for the purpose of protection and remedy under the Copyright  
 18 Act.” *E.g., Getty Images (U.S.), Inc. v. Microsoft Corp.*, 61 F. Supp. 3d 301, 304 (S.D.N.Y.  
 19 2014) (internal quotation marks omitted) (quoting *Morris v. Bus. Concepts, Inc.*, 259 F.3d 65, 70  
 20 (2d Cir. 2001), *as clarified on denial of reh’g*, 283 F.3d 502 (2d Cir. 2002), *and abrogated on*  
 21 *other grounds by Reed Elsevier, Inc. v. Muchnick*, 559 U.S. 154 (2010)); *see also* 3 Melville B.

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22  
 23     <sup>3</sup> A copy of the full publishing agreement between Nova and Seminary of Eichstätt is not included with the  
 24 documents attached to the SAC. Plaintiff describes the scope of the agreement related to the original German  
 version of Grundriss as granting Nova “exclusive controlling rights” (Dkt. No. 48 ¶ 32), which the Court accepts as  
true for purposes of this motion.

1 Nimmer & David Nimmer, Nimmer on Copyright § 10.02 (2023) (“Nimmer on Copyright”)  
 2 (“[T]he protection and remedies available to the copyright owner of the work may also be  
 3 claimed by the owner of particular rights under an exclusive license.”). But “[e]xtending to the  
 4 licensee the ‘protection and remedies’ available to the licensor [does not] create[] a separate  
 5 copyright.” 3 Nimmer on Copyright § 10.02. The licensee may seek “protection and remedies”  
 6 only for the “particular exclusive right” granted by the licensor and only to the extent of that  
 7 right. *Id.*; *accord* 17 U.S.C. § 201(d)(2). Per its agreement with Nova, Baronius describes itself  
 8 as “the exclusive licensee of the exclusive right to publish” a new English-language translation  
 9 of Grundriss. Dkt. No. 59 at 5 (emphasis added); *see also* Dkt. No. 48 ¶ 33–44 (asserting that the  
 10 agreement granted Baronius “the exclusive right to reproduce, adapt, and distribute . . . [a] new  
 11 fully revised and updated edition” of the English-language translation of the original German  
 12 work). Thus, Plaintiff is not the U.S. copyright holder of Grundriss, but instead owns an  
 13 exclusive license to produce and distribute a separate translated work based upon the original.  
 14 *See* Dkt. No. 59 at 5; *see also* Dkt. No. 48-3 at 13-25.

15 Consistent with the documents attached to the SAC, Baronius was explicitly granted an  
 16 exclusive license to “reproduce, adapt, and distribute” a *translated version* of Grundriss only,  
 17 *i.e.*, the Revised Translation. *See* Dkt. No. 59 at 5; *see also* Dkt. No. 48-3 at 13-25. Nonetheless,  
 18 because Nova was granted “exclusive controlling rights” (Dkt. No. 48 ¶ 32) to Grundriss,  
 19 Baronius appears to argue that the scope of its license is coterminous with ownership of the  
 20 registered copyright for Grundriss. Dkt. No. 59 at 5. Baronius is incorrect. The license agreement  
 21 between itself and Nova clearly distinguishes the original Grundriss work (defined in the  
 22 contract as “the Work”) from the translated work that is the subject of the granted license  
 23 (defined therein as “the Licensed Edition”). Dkt. No. 48-3 at 16. Further, Nova explicitly  
 24 reserved “All Rights in the Work [(*i.e.*, Grundriss)], other than those specifically granted.” *Id.*

1 Other than Baronius's own conclusory allegations that it is "the owner of all rights under  
 2 copyright in" Grundriss (Dkt. No. 48 ¶¶ 25–27, 77), which contradict both the plain language of  
 3 the licensing agreement and its own description of the licensing terms, there are no alleged facts  
 4 in the SAC that establish ownership of any protectable rights in the original Grundriss work.

5       **2. Infringement of the Exclusive License in the Revised Translation**

6       Despite its mistaken belief regarding the scope of its exclusive license, Baronius has  
 7 made sufficient factual allegations of infringement of its exclusive license to publish the Revised  
 8 Translation. Specifically, Baronius alleges that Faithlife "reproduced and distributed [the  
 9 Revised Translation], and/or a substantially similar reproduction thereof." Dkt. No. 48 ¶ 96; *see also id.* ¶¶ 79–80 ("Upon information and belief, Defendant has reproduced and distributed at  
 11 least 75 copies of [the Revised Translation] and [the Lynch Translation] . . ."). Taking these  
 12 factual allegations as true, Plaintiff plausibly asserts the second element of its infringement claim  
 13 as related to the exclusive license to publish the Revised Translation.

14       Faithlife argues that Baronius fails to plausibly assert its infringement claim as to the  
 15 Revised Translation because all of the alleged infringing acts involved the Lynch Translation  
 16 only. Dkt. No. 55 at 9. Faithlife points to contradictory allegations in the SAC and other  
 17 documents in the record, as well as comparative differences between the SAC and previously  
 18 filed versions of the complaint, that appear to corroborate Faithlife's claim that it only ever  
 19 republished the Lynch Translation in 2019 and never reproduced any part of the Revised  
 20 Translation. *Id.* at 9–10. Logically, reproduction of a text originally published in 1955 could not  
 21 possibly infringe on a work that was first published in 2018.

22       Nonetheless, at this stage, the Court must accept as true Baronius's allegations regarding  
 23 Faithlife's infringing publication of the Revised Translation and cannot test the credibility of  
 24 those claims. While the Court agrees that the corroborating allegations and documents in the

1 record appear to support the claim that Faithlife only republished the Lynch Translation in 2019,  
 2 Baronius explicitly makes the allegation in the SAC that Faithlife also published the Revised  
 3 Translation “[u]pon information and belief” (Dkt. No. 48 ¶ 79), which is sufficient to survive a  
 4 motion to dismiss. *See Soo Park v. Thompson*, 851 F.3d 910, 928 (9th Cir. 2017) (facts in a  
 5 complaint may be alleged upon information and belief “where the facts are peculiarly within the  
 6 possession and control of the defendant or where the belief is based on factual information that  
 7 makes the inference of culpability plausible”) (citation and internal quotation marks omitted).  
 8 Indeed, Plaintiff specifically amended its complaint to add that it believed Defendant had  
 9 reproduced and distributed copies of the Revised Translation. Compare Dkt. No. 13 ¶ 52 with  
 10 Dkt. No. 48 ¶¶ 78–79.

11 Rule 11 requires that a representation upon “information and belief” be “formed after an  
 12 inquiry reasonable under the circumstances” and “will likely have evidentiary support after a  
 13 reasonable opportunity for further investigation or discovery.” Fed. R. Civ. P. 11(b). The Court  
 14 presumes that Plaintiff conducted the required reasonable inquiry regarding Faithlife’s alleged  
 15 publication of the Revised Translation prior to Plaintiff verifying the contents of the SAC, and its  
 16 counsel signing and filing it. If it can be shown that the representation was unreasonable under  
 17 the circumstances and was unlikely at the time to be supportable even with additional discovery,  
 18 then Baronius and its counsel would be susceptible to Rule 11 sanctions upon an appropriate  
 19 motion.

20       **3. Infringement of the Lynch Translation Copyright**

21 Baronius plausibly alleges ownership of the copyright for the Lynch Translation.  
 22 Specifically, Baronius alleges and includes corroborating documents that show it secured an  
 23 assignment of the copyright from Mercier Press in 2010 and registered the U.S. copyright  
 24 in 2014. Dkt. No. 48 ¶¶ 36–42; *see also* Dkt. No. 48-4 at 8–16.

1           Faithlife disputes whether the U.S. copyright was restored to Mercier Press in 1996 as a  
 2 matter of law and argues that the true holder of the copyright upon restoration was Dr. Lynch.  
 3 Dkt. No. 55 at 13–17. Because Baronius has not alleged any facts to establish that Dr. Lynch  
 4 ever relinquished his rights in the work after 1996, Faithlife argues that Baronius has failed to  
 5 plausibly assert a legally cognizable ownership interest in the copyright. *Id.* In opposition,  
 6 Baronius asserts that Faithlife’s legal argument is inappropriate for a Rule 12(b)(6) motion, and  
 7 instead argues that the Court must accept as true its assertions as to the legal ownership of the  
 8 copyright. Dkt. No. 59 at 6–7.

9           a.       ***Faithlife’s legal argument is appropriate for its motion to dismiss.***

10           While the Court must accept properly pleaded factual allegations as true, that mandate  
  11 does not extend to legal assertions. *Iqbal*, 556 U.S. at 678 (“[T]he tenet that a court must accept  
  12 as true all of the allegations contained in a complaint is inapplicable to legal conclusions.”).  
  13 Thus, Faithlife appropriately challenges Baronius’s legal assertion that Mercier Press, as opposed  
  14 to Dr. Lynch, was the legal copyright holder in the Lynch Translation at the time it was assigned  
  15 to Baronius. If Faithlife’s legal assertion is correct, then dismissal of the claim might be  
  16 appropriate if, even accepting the facts included in the SAC as true, Baronius could not establish  
  17 ownership rights in the Lynch Translation.

18           b.       ***Baronius pleads sufficient facts to survive the motion to dismiss.***

19           Although Baronius appears to misapprehend the applicable standard on Rule 12(b)(6)  
  20 motions, the Court nonetheless finds that Baronius has alleged sufficient facts to state a plausible  
  21 claim of infringement. Faithlife argues only that Baronius cannot establish legal ownership in the  
  22 Lynch Translation copyright. Faithlife asserts that in 1996, per the URAA and Irish copyright  
  23 law, the U.S. copyright for the Lynch Translation was automatically restored to the “author,”  
  24 who is undisputedly Dr. Lynch, and not to Mercier Press. Dkt. No. 55 at 13–16. Faithlife might

1 be correct regarding its interpretation of the relevant laws, but that in and of itself does not defeat  
 2 Baronius's factual assertion that Mercier Press was the legitimate copyright holder in 2010.<sup>4</sup> Dkt.  
 3 No. 48 ¶ 40; *see also* Dkt. No. 48-4 at 8 (the 2010 Copyright Assignment Agreement wherein  
 4 Mercier Press "represents and warrants . . . that [it] is the owner of the work and is authorized to  
 5 assign copyright to the work"). Baronius has therefore met the minimal pleading standard  
 6 required to plausibly allege ownership of the copyright for the Lynch Translation.

7 Thus, for the reasons stated above, the Court DENIES Faithlife's motion to dismiss  
 8 Baronius's infringement claims as to both the Lynch Translation and the Revised Translation.

9 **B. DMCA Violations**

10 A person injured by copyright infringement may also raise a claim for any acts that  
 11 violate the DMCA. 17 U.S.C. § 1203(a). Baronius asserts causes of action under the DMCA that  
 12 flow from its two infringement claims. Dkt. No. 48 ¶¶ 116–49. Specifically, the DMCA states  
 13 that a party may be held liable for providing or distributing false CMI "knowingly and with the  
 14 intent to induce, enable, facilitate, or conceal infringement." 17 U.S.C. § 1202(a).<sup>5</sup>

15 Because Baronius's infringement claims survive this motion, the Court need not address  
 16 Faithlife's arguments regarding lack of injury. *See* Dkt. No. 55 at 17–18. In the alternative,  
 17 Faithlife argues that Baronius alleges only conclusory recitations of the required intent element  
 18 of the claims that are insufficient to meet the pleading standard. Dkt. No. 55 at 18–23. The Court  
 19 disagrees. The pleading standard is not nearly as stringent as Faithlife implies. While some of

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 21 <sup>4</sup> The Court acknowledges that Baronius specifically claims that the copyright was restored directly to Mercier Press  
 22 in 1996 per the URAA. Dkt. No. 48 ¶ 39. The Court need not, and does not at this time, resolve the legal question  
 23 regarding application of the URAA. Instead, the Court recognizes that even if Faithlife's interpretation of the  
 relevant law is correct, Baronius's mistaken legal assertion would not preclude the possibility that Mercier Press was  
 able to assign the copyright to Baronius in 2010 as alleged, evidence of which could potentially be uncovered with  
 further investigation or discovery.

24 <sup>5</sup> Although Baronius does not indicate in the SAC the specific DMCA provision under which its claims arise, the  
 Parties appear to agree that the claims are asserted under Section 1202(a). Dkt. No. 55 at 18 n.10; Dkt. No. 59 at 11.

1 Baronius's allegations in the SAC may include similar language as the statute, Baronius also  
2 supplements these allegations with specific factual assertions material to its claims in this case.  
3 For example, Baronius asserts acts of concealment and false statements allegedly attributable to  
4 Faithlife, which, if taken as true, raise a plausible inference of intentionality. *See* Dkt. No. 48  
5 ¶¶ 49–82. Coupled with the undisputed factual assertions regarding Faithlife's alleged prior  
6 knowledge regarding the falsity of the published CMI,<sup>6</sup> the Court finds that Baronius meets the  
7 minimal pleading standard for asserting the intentionality element of its DMCA claims.

8 Consequently, the Court DENIES Faithlife's motion to dismiss Baronius's DMCA claims.

9 **IV. CONCLUSION**

10 The Court DENIES Defendant's motion to dismiss. Dkt. No. 55.

11 Dated this 31st day of January 2024.

12   
13 \_\_\_\_\_  
14 Tana Lin  
United States District Judge

23     <sup>6</sup> Faithlife explicitly states that it is not challenging Baronius's allegations as to the knowledge element of the  
24 DMCA claims. Dkt. No. 55 at 19 n.11. Thus, the Court takes the knowledge-related allegations as true and  
undisputed for the purposes of this motion.